by lawful condemnation. *Republican Valley R. Co.* v. *Fink*, 18 Neb. 82. But where both parties treat the appropriation as permanent, damages may be assessed with reference to future injuries. *Fowle* v. *New Haven & Northampton Co.*, 107 Mass. 352. Hence the full value of the land is a fair measure, the judgment operating as a bar to future action.

EASEMENTS — PRESCRIPTION — RIGHT OF WAY OVER RAILROAD PROPERTY. — A railroad company had owned for seventy-five years the fee of certain land. Persons living in the neighborhood had used it as a road for thirty or forty years. *Held*, that, since prescription rests on the presumption of a grant, which a railroad company has no power to make for other purposes than those for which it acquired the land, no prescriptive easement of right of way can be acquired against a railroad. *Blume* v. *Southern Ry. Co.*, 67 S. E. 546 (S. C.).

The South Carolina court permits the acquisition of a fee against a railroad by adverse possession, but distinguishes the case of an easement by reasoning based wholly upon the fiction of a lost grant. *Hill* v. *Southern Ry.*, 67 S. C. 548. See *Matthews* v. *Seaboard Air Line Ry.*, 67 S. C. 499. It therefore falls into the error of considering the matter as a question of what a railroad can transfer voluntarily, rather than what can be acquired against it by reason of its laches. The case illustrates the desirability of abandoning the fiction of a lost grant, and resting prescriptive easements upon the plain analogy between adverse user and adverse possession. *Krier's Private Road*, 73 Pa. St. 109. The better cases agreeing in result with the principal case proceed on the ground that a railroad's right of way, being of a public nature, is unaffected by adverse possession. *Southern Pacific Co.* v. *Hyatt*, 132 Cal. 240. A well-considered case holds that where a railroad constantly uses a track on its right of way an easement cannot be acquired thereon by prescription. *Pennsylvania R. Co.* v. *Freeport*, 138 Pa. St. 91. But this exemption should not be extended to unimproved railroad property, and the weight of authority is opposed to the reasoning of the principal case. *Gay* v. *Boston & Albany R. Co.*, 141 Mass. 407; *Pittsburgh, etc. Ry. Co.* v. *Crown Point*, 150 Ind. 536; *People* v. *Eel River & Eureka R. Co.*, 98 Cal. 665.

EVIDENCE — OPINION EVIDENCE — MARKET VALUE. — In an action against a common carrier for failure to deliver household goods shipped by the plaintiff, the evidence of a witness, who testified that he knew the market value of such articles from having received the market quotations which covered the date in question, was excluded. *Held*, that the evidence should have been admitted. *Chicago, Rock Island & Gulf R. Co.* v. *Clark*, 129 S. W. 186 (Tex., Ct. Civ. App.).

That this is a proper method of proof is undoubted. *Whitney* v. *Thacher*, 117 Mass. 523. The theory upon which the decisions usually proceed is that the testimony of the witness is opinion evidence, and is admissible as such, though his opinion be based exclusively upon market quotations and price-current lists. *Fountain* v. *Wabash R. Co.*, 114 Mo. App. 676. It has also been held that the market quotations may themselves be offered in evidence, if their general accuracy is attested. *Sisson* v. *Cleveland & Toledo R. Co.*, 14 Mich. 489; *Cliquot's Champagne*, 3 Wall. (U. S.) 114. And recent decisions indicate that this view is gaining recognition. *State ex rel. Moseley* v. *Johnson*, 144 N. C. 257; *Mt. Vernon Brewing Co.* v. *Teschner*, 108 Md. 158; *Western Wool Commission Co.* v. *Hart*, 20 S. W. 131 (Tex.). If the documents themselves are admitted, it must be as an exception to the hearsay rule, and one which falls under none of the recognized heads. But to admit reliable market reports, such as guide men in business transactions, does not involve the dangers against which the hearsay rule is directed. And the practical convenience of showing market